

BILL NO. S-76-06-16

SPECIAL ORDINANCE NO. S-123-76

AN ORDINANCE approving a contract with North Eastern Enterprises, Inc. to construct sanitary sewers to serve Walden Addition, Section V.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
FORT WAYNE, INDIANA:

SECTION 1. That the contract dated May 26, 1976, between the City of Fort Wayne, by and through its Mayor, and the Board of Public Works and North Eastern Enterprises, Inc. for:

Main Sanitary Sewer #1:

Commencing at an existing manhole located 410± L.F. South of the South right-of-way line of Vance Avenue and 40± L.F. West of the centerline of Maplecrest Road. Thence Northwest 255± L.F. to Manhole #1 on the South right-of-way line of Northhampton Place; thence Southwest 265± L.F. to Manhole #2; thence Southwest 282± L.F. to Manhole #3 located on the East right-of-way of Bracebridge Place; thence Northwest 325± L.F. terminating at Manhole #4 located at the Southeast corner of Hubbard Run and Winslow Place.

Sanitary Lateral #1:

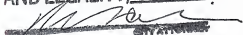
Commencing at Manhole #4 located at the Southeast corner of Hubbard Run and Winslow Place; thence Southwest 115± L.F. to Manhole 4-A located on the East right-of-way line of Winslow Place; thence South 400± L.F. terminating at Manhole 4-B located at the South right-of-way line of the Winslow Place cul-de-sac at the Northeast corner of Lot #310.

Sanitary Lateral #2:

Commencing at Manhole #3 located on the East right-of-way line of Bracebridge Place 15± L.F. North of the Northwest corner of Lot #288; thence South 340± L.F. terminating at Manhole 3-A located on the South right-of-way line of Bracebridge Place cul-de-sac at the Northeast corner of Lot #294,

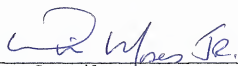
of which the developer shall pay the entire cost and expense of construction, all as more particularly set forth in said

APPROVED AS TO FORM
AND LEGALITY.


CITY ENGINEER

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4 contract which is on file in the Office of the Board of Public
5 Works and is by reference incorporated herein, made a part
6 hereof and is hereby in all things ratified, confirmed and
7 approved.

8 SECTION 2. This Ordinance shall be in full force
9 and effect from and after its passage and approval by the
10 Mayor.

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13 Councilman
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Read the first time in full and in motion by _____, seconded by Zolnerco, and duly adopted. read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date:

6-8-76

CITY CLERK

Charles W. Westerman / 28

Read the third time in full and on motion by Ynew, seconded by Thinga, and duly adopted, placed on its passage. Passed (LOST) by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT | TO-WIT |
|-------------|----------|----------|-----------|----------|--------|
| TOTAL VOTES | <u>7</u> | <u>0</u> | | <u>2</u> | |
| BURNS | <u>✓</u> | | | | |
| HINGA | <u>✓</u> | | | | |
| HUNTER | <u>✓</u> | | | | |
| MOSES | <u>✓</u> | | | | |
| NUCKOLS | <u>✓</u> | | | | |
| SCHMIDT, D. | <u>✓</u> | | | | |
| SCHMIDT, V. | | | | <u>✓</u> | |
| STIER | <u>✓</u> | | | | |
| TALARICO | | | | <u>✓</u> | |

DATE:

6-22-76

CITY CLERK

Charles W. Westerman

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution), No. S-123-76 on the 22nd day of June, 1976

ATTEST:

(SEAL)

Charles W. Westerman
CITY CLERK

PRESIDING OFFICER

Presented by me in the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of June, 1976, at the hour of 11:00 o'clock A M., E.S.T.

CITY CLERK

Charles W. Westerman

Approved and signed by me this 23rd day of June, 1976, at the hour of 5:00 o'clock P M., E.S.T.

Robert Armstrong
MAYOR

Bill No. S-76-06-16

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with North Eastern Enterprises, Inc. to construct
sanitary sewers to serve Walden Addition, Section V.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

Winfield C. Moses, Jr.
D. Schmidt

Paul M. Burns
William T. Hinga

6-22-76
DATE 6-22-76 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

62-127-16 HI
5/26/76

A G R E E M E N T
F O R
S E W E R E X T E N S I O N

THIS AGREEMENT, made in triplicate this 26 day of May, 1976, by and between NORTH EASTERN ENTERPRISES, INC., hereinafter referred to as "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City",

W I T N E S S E T H:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

Main Sanitary Sewer #1:

Commencing at an existing manhole located 410 ± L.F. South of the South right-of-way line of Vance Avenue and 40 ± L.F. West of the centerline of Maplecrest Road. Thence Northwest 255 ± L.F. to Manhole #1 on the South right-of-way line of Northhampton Place; thence Southwest 265 ± L.F. to Manhole #2; thence Southwest 282 ± L.F. to Manhole #3 located on the East right-of-way of Bracebridge Place; thence Northwest 325 ± L.F. terminating at Manhole #4 located at the Southeast corner of Hubbard Run and Winslow Place.

Sanitary Lateral #1:

Commencing at Manhole #4 located at the Southeast corner of Hubbard Run and Winslow Place; thence Southwest 115 ± L.F. to Manhole 4-A located on the East right-of-way line of Winslow Place; thence South 400 ± L.F. terminating at Manhole 4-B located at the South right-of-way line of the Winslow Place cul-de-sac at the Northeast corner of Lot #310.

Sanitary Lateral #2:

Commencing at Manhole #3 located on the East right-of-way line of Bracebridge Place 15 ± L.F. North of the Northwest corner of Lot #288; thence South 340 ± L.F. terminating at Manhole 3-A located on the South right-of-way line of Bracebridge Place cul-de-sac at the Northeast corner of Lot #294.

in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Sewer Utilities of the City, and known as Sanitary Sewers to serve Walden, Section V, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve only the land in which the Developer has or has had an interest.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications and profiles, all approved by the City, under private contract after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be non-compliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall

become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City Engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer when accepted by the City will serve the following described real estate:

A part of the Southeast quarter of Section 28 and the Northeast quarter of Section 33 both in Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows: Commencing at the Southeast corner of the Southeast quarter of Section 28, Township 31 North, Range 13 East; thence North 00 degrees 46 minutes 00 seconds East along the East line of the Southeast quarter of said Section 28 a distance of 145.0 feet to the point of beginning; thence North 89 degrees 13 minutes 00 seconds West along a line parallel with the South line of the Southeast quarter of said Section 28 (said line being the North line of the Northeast quarter of Section 33, Township 31 North, Range 13 East) a distance of 480.80 feet; thence South 35 degrees 21 minutes 52 seconds West a distance of 176.11 feet to a point on the South line of the Southeast quarter of Section 28; thence South 00 degrees 46 minutes 00 seconds West a distance of 450.00 feet; thence North 89 degrees 13 minutes 00 seconds West a distance of 683.25 feet to a point on the East line of an Indiana and Michigan Electric Company power transmission line right-of-way, said right-of-way line being parallel with and 60 feet East of the West line of the East half of the Northeast quarter of Section 33, Township 31 North, Range 13 East; thence North 01 degrees 04 minutes 30 seconds East along said East right-of-way line a distance of 450.00 feet to a point on the North line of the East half of the Northeast quarter of Section 33 aforementioned; thence North 89 degrees 13 minutes 00 seconds West along said North line a distance of 60.0 feet to the Northwest corner of the East half of the Northeast quarter of Section 33; thence North 89 degrees 40 minutes 41 seconds West a distance of 140.11 feet to the Southeast corner of Lot #20 in Walden, Section I, an addition in the Southeast quarter of Section 28; thence Northerly and Easterly along the Southerly boundary of Walden, Section I, by the following described courses; North 00 degrees 35 minutes 30 seconds East a distance of 57.0 feet; thence North 57 degrees 37 minutes 30 seconds East a distance of 723.0 feet; thence North 69 degrees 09 minutes 44 seconds East a distance of 125.12 feet; thence South 89 degrees 25 minutes 00 seconds East a distance of 740.20 feet to the Southeast corner of Walden, Section I, said point being situated on the East line of the Southeast quarter of Section 28; thence departing from the Walden, Section I boundary South 00 degrees 46 minutes 00 seconds West along the East line of the Southeast quarter of Section 28 a distance of 355.0 feet to the point of beginning containing 18.55 acres more or less. The above described real estate to be subject to park areas to be deeded to the Walden Community Association, Inc., said parks noted in Walden, Section V as Blocks H and I and containing 2.0 acres more or less and subject to the Maplecrest Road right-of-way containing 0.27 acres.

Therefore, the amount of assessable area to developer for the described real estate contains 16.28 acres.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said

sewer by the present of future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City Sewer mains and treatment of sewage therefrom.

An area connection charge of \$300.00 per acre must be paid to City at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by City for sewer line pertaining to Pierson Ditch Interceptor - Resolution No. 145-1064 and Resolution No. 146-1964, adopted by resolution of the Board of Works on September 14, 1964.

5. BOND

This contract is subject to Developer furnishing a satisfactory Guaranty Bond for 25% of the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE


Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this agreement the day and year first above written.

NORTH EASTERN ENTERPRISES, INC.

By: 
J. I. Zehr

CITY OF FORT WAYNE, INDIANA

By: 
Robert Armstrong, Mayor

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
Ethel LaMar
Max G. Scott

ATTEST:

Ursula Miller

Approved as to form and legality

Henry P. Wehrenberg
President City Attorney

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, a Notary Public, in and for said County and State, this 28th day of April, 1976, personally appeared the within named J. L. Zehr, who being by me first duly sworn upon his oath that he is the President of North Eastern Enterprises, Inc., and as such, duly authorized to execute the foregoing instrument and acknowledged the same as his voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal this 28th day of April, 1976.

Sandra L. Priest
Notary Public

My Commission Expires:

8-24-76

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mayor Robert Armstrong, Henry Wehrenberg, Ethel LaMar and Max Scott, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 26 day of May, 1976.

Rene J. Felt
Notary Public

My Commission Expires:

March 6, 1980

This instrument prepared by JOSEPH L. ZEHR.

DIGEST SHEET

S-75-06-16

TITLE OF ORDINANCE SPECIAL ORDINANCE-Sewer Extension Agreement, Walden Addition, Section V

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Agreement between the City and North Eastern Enterprises,
Inc. provides for construction of a sanitary sewer to serve Walden Addition,
Section V. Total construction and engineering costs will be paid by the
developer.

In the future, an area connection fee of \$300.00 per acre must be paid to
the City at the time of connection. This charge is to reimburse the City
for oversizing costs incurred on construction of the Pierson Ditch Interceptor
Sewer constructed in 1964/65

EFFECT OF PASSAGE City sewer service to residents of Walden V at such time as
construction is accepted by the City

EFFECT OF NON-PASSAGE Failure to supply sewer service where possible

MONEY INVOLVED (Direct Costs, Expenditures, Savings) No cost to City
Future revenue to the Utility

ASSIGNED TO COMMITTEE

Public Works